

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

NOVO NORDISK A/S AND NOVO
NORDISK INC.,

Plaintiffs,

v.

BOF MEDICAL CENTER, INC.,

Defendant.

Case No. _____

COMPLAINT

Plaintiffs Novo Nordisk A/S (“NNAS”) and Novo Nordisk Inc. (“NNI”) (collectively, “Plaintiffs” or “Novo Nordisk”), by and through their attorneys, Covington & Burling LLP, file their complaint against BOF Medical Center, Inc. (“Defendant”) for trademark infringement, false advertising, and unfair competition, and seek injunctive and other relief. Plaintiffs allege as follows, on actual knowledge with respect to themselves and their own acts, and on information and belief as to all other matters.

INTRODUCTION

1. Novo Nordisk is a healthcare company with a 100-year history of innovation in developing medicines to treat serious chronic diseases like diabetes and obesity.
2. The development of semaglutide is an example of Novo Nordisk’s commitment to innovation for people living with chronic diseases. Semaglutide is the foundational molecule that serves as the primary ingredient for Novo Nordisk’s three prescription-only medicines approved by the Food and Drug Administration (“FDA”): Ozempic® (semaglutide) injection and Rybelsus® (semaglutide) tablets for adults with type 2 diabetes and Wegovy® (semaglutide) injection for chronic weight management.

3. Novo Nordisk is the only company in the United States with FDA-approved medicines containing semaglutide. Novo Nordisk is also the only company authorized to identify its medicines containing semaglutide using the trademarks Ozempic[®], Wegovy[®], and Rybelsus[®]. The FDA has not approved any generic versions of semaglutide.

4. This is an action brought pursuant to the Lanham Act, 15 U.S.C. §§ 1051 et seq., related state laws, and the common law arising out of Defendant's infringement of Plaintiffs' rights in their Ozempic[®] mark and Defendant's acts of false advertising and unfair competition.

5. Defendant uses Novo Nordisk's Ozempic[®] mark to market and sell to patients compounded drug products that purport to contain semaglutide. Despite such compounded drug products having not been evaluated by the FDA for their safety, effectiveness, or quality, Defendant falsely and misleadingly represents to consumers that its products are FDA-approved or the same as, or equivalent to, Novo Nordisk's FDA-approved semaglutide medicines.

6. Defendant's conduct is likely to confuse and deceive patients into mistakenly believing that they are purchasing authentic Novo Nordisk medicines or medicines that have been evaluated by the FDA and deemed safe and effective.

THE PARTIES

7. Plaintiff NNAS is a corporation organized and existing under the laws of the Kingdom of Denmark and has its principal place of business in Bagsværd, Denmark.

8. Plaintiff NNI is a corporation organized and existing under the laws of Delaware and has its principal place of business in Plainsboro, New Jersey.

9. NNI markets, promotes, offers, and/or sells Novo Nordisk's Ozempic[®] and Wegovy[®] medicines throughout the United States, including in this District. NNAS has granted to NNI exclusive rights to distribute, with the right to market, advertise, promote, offer for sale and sell Ozempic[®] and Wegovy[®] medicines in the United States.

10. Defendant BOF Medical Center, Inc. is a Florida profit corporation with a registered business address at 12440 Biscayne Blvd., North Miami, FL 33181 in this judicial district. Defendant sells and promotes compounded drug products that purport to contain semaglutide and that are not approved by the FDA (“Unapproved Compounded Drugs”). Defendant sells and promotes Unapproved Compounded Drugs masquerading as Ozempic[®] and uses the Ozempic[®] mark in its advertising and promotion of Unapproved Compounded Drugs that is not Ozempic[®].

JURISDICTION AND VENUE

11. The Court has subject matter jurisdiction over the Lanham Act causes of action pleaded herein pursuant to 35 U.S.C. § 1121 and 28 U.S.C. § 1338(a). The Court has supplemental jurisdiction over the state and common law causes of action pleaded herein pursuant to 28 U.S.C. § 1338(b).

12. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Defendant operates in this District, manufactures and/or sells its compounded drug products that purport to contain semaglutide in this District, and otherwise conducts business in this District. Defendant is subject to personal jurisdiction in this District.

NOVO NORDISK’S FDA-APPROVED SEMAGLUTIDE MEDICINE AND OZEMPIC[®] TRADEMARK

13. Plaintiffs use the trademark “Ozempic” to identify and promote the FDA-approved Ozempic[®] medicine. Ozempic[®] is sold and marketed in the United States by NNAS’s indirect, wholly-owned subsidiary, NNI.

14. Ozempic[®] is indicated for adults with type 2 diabetes to improve blood sugar (glucose), along with diet and exercise. Ozempic[®] also lowers the risk of major cardiovascular events such as stroke, heart attack, or death in adults with type 2 diabetes and known heart disease.

15. Ozempic[®] has been extensively studied in clinical trials and is FDA-approved.

16. Ozempic[®] has a unique safety and efficacy profile which is detailed in its product label.

17. Ozempic[®] is a prescription-only medicine that should only be prescribed in direct consultation with, and under the supervision of, a licensed healthcare professional.

18. Novo Nordisk first adopted and used the Ozempic[®] mark at least as early as 2017, and has used it continuously since that time.

19. The Ozempic[®] trademark is inherently distinctive.

20. Novo Nordisk has promoted, advertised, and marketed its prescription-only medicine using the Ozempic[®] mark in many different channels, directed to physicians, other health care professionals, and consumers, including on the websites ozempic.com and novonordisk-us.com. As a result of its use of the Ozempic[®] mark, NNAS owns valuable common law rights in and to the Ozempic[®] mark.

21. Plaintiff NNAS is the owner of U.S. trademark registration number 4,774,881, issued on July 21, 2015, for the mark Ozempic[®] for pharmaceutical preparations, in International Class 5. A true and correct copy of Plaintiff NNAS's registration for the Ozempic[®] mark is attached hereto as **Exhibit A**.

22. As a result of Novo Nordisk's long use, marketing, promotion, and advertising of the Ozempic[®] trademark and medicine, the Ozempic[®] mark is exclusively associated with Plaintiffs, serves to identify genuine Novo Nordisk medicines, and is a valuable asset of Novo Nordisk.

23. As a result of Novo Nordisk's long use, marketing, promotion, and advertising of the Ozempic[®] trademark and medicine, the Ozempic[®] trademark is a well-known, strong, and famous mark, and became such prior to any of the acts of Defendant complained of herein.

DEFENDANT’S SALE OF UNAPPROVED COMPOUNDED DRUGS

24. Novo Nordisk does not sell its FDA-approved semaglutide medicines, Ozempic[®] and Wegovy[®], to Defendant for resale or redistribution.

25. Defendant markets and sells to patients Unapproved Compounded Drugs that are not approved by the FDA.

26. On information and belief, the Unapproved Compounded Drugs sold by Defendant are made by compounding pharmacies, which deliver them either directly to patients or to Defendant for administration or dispensing to patients.

27. The FDA defines compounding as a “practice in which a licensed pharmacist, a licensed physician, or, in the case of an outsourcing facility, a person under the supervision of a licensed pharmacist, combines, mixes, or alters ingredients of a drug to create a medication tailored to the needs of an individual patient.”¹

28. According to the FDA, “[c]ompounded drugs are not FDA-approved. This means that FDA does not review these drugs to evaluate their safety, effectiveness, or quality before they reach patients.”²

29. The FDA has further stated that compounded drugs “do not have the same safety, quality, and effectiveness assurances as approved drugs. Unnecessary use of compounded drugs unnecessarily exposes patients to potentially serious health risks.”³

30. FDA has issued guidance on “Medications Containing Semaglutide Marketed for Type 2 Diabetes or Weight Loss,” which provides that: (1) “compounded drugs are not FDA-approved or evaluated for safety and effectiveness”; and (2) “FDA has received adverse event

¹ Human Drug Compounding, <https://www.fda.gov/drugs/guidance-compliance-regulatory-information/human-drug-compounding>.

² Compounding Laws and Policies, <https://www.fda.gov/drugs/human-drug-compounding/compounding-laws-and-policies>.

³ Compounding and the FDA: Questions and Answers, <https://www.fda.gov/drugs/human-drug-compounding/compounding-and-fda-questions-and-answers>.

reports after patients used compounded semaglutide. Patients should not use a compounded drug if an approved drug is available to treat a patient. Patients and health care professionals should understand that the agency does not review compounded versions of these drugs for safety, effectiveness, or quality.”⁴

**DEFENDANT’S TRADEMARK INFRINGEMENT AND FALSE
ADVERTISING IN CONNECTION WITH ITS SALE OF UNAPPROVED
COMPOUNDED DRUGS**

31. Despite the foregoing, and well after NNAS’s first use and registration of its Ozempic[®] mark, Defendant has used Novo Nordisk’s Ozempic[®] trademark to market and sell Unapproved Compounded Drugs purporting to contain “semaglutide” that are not Ozempic[®], and has made false and misleading representations to consumers regarding the nature of its Unapproved Compounded Drugs.

32. Defendant has, for example, used Novo Nordisk’s exact Ozempic[®] trademark, in both text and stylized formats, to identify and market its Unapproved Compounded Drugs.

33. Defendant has falsely advertised its Unapproved Compounded Drugs by making statements that describe Ozempic[®] but that are false or misleading when in reference to Defendant’s Unapproved Compounded Drugs.

34. Defendant has claimed or implied that its Unapproved Compounded Drugs contain the same semaglutide that the FDA evaluated in the context of reviewing and approving Novo Nordisk’s new drug application for Ozempic[®].

35. On information and belief, Defendant has engaged in these unlawful practices to attract customers and generate revenues and profits, including by passing off its Unapproved Compounded Drugs purporting to contain “semaglutide” as Ozempic[®].

⁴ Medications Containing Semaglutide Marketed for Type 2 Diabetes or Weight Loss, <https://www.fda.gov/drugs/postmarket-drug-safety-information-patients-and-providers/medications-containing-semaglutide-marketed-type-2-diabetes-or-weight-loss>.

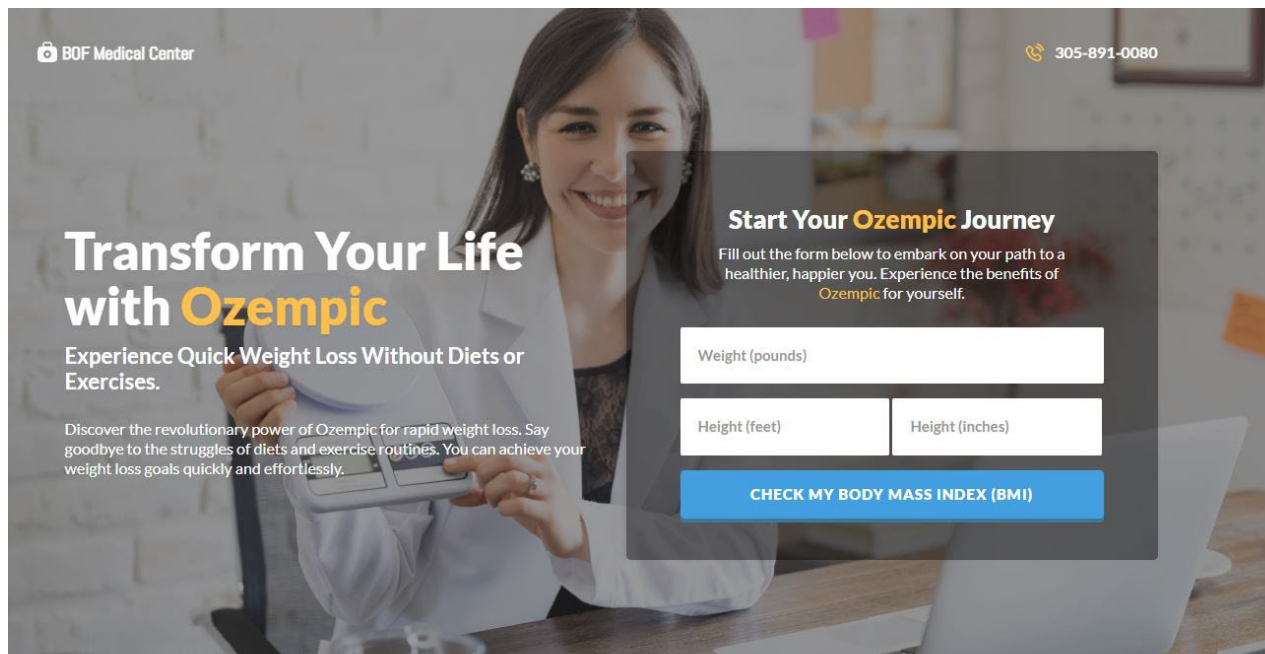
36. Defendant's prominent and misleading use of the Ozempic[®] mark is likely to cause consumers to believe falsely that they are actually purchasing genuine Ozempic[®] medicines; that Defendant is a source for Novo Nordisk's FDA-approved semaglutide medicines; or that Defendant's services are provided, licensed, sponsored, authorized, or approved by Novo Nordisk.

37. Defendant's use of the Ozempic[®] mark is without the permission, consent or authorization of Novo Nordisk. Defendant has no right to use, and Defendant knows that it has no right to use, the Ozempic[®] mark in connection with Defendant's Unapproved Compounded Drugs or otherwise.

38. Novo Nordisk has no control over the nature, quality, or efficacy of the products sold by Defendant, including the Unapproved Compounded Drugs.

39. Illustrative examples of Defendant's trademark infringement and false advertising are collected in the paragraphs that follow, as well as **Exhibit B** hereto.

40. Defendant promotes its Unapproved Compounded Drugs by repeatedly referring to them as "Ozempic," including on its websites, <https://campaign.bofmedical.com> and <https://bofmedicalcenter.godaddysites.com>:



BOF Medical Center 305-891-0080

Transform Your Life with Ozempic

Experience Quick Weight Loss Without Diets or Exercises.

Discover the revolutionary power of Ozempic for rapid weight loss. Say goodbye to the struggles of diets and exercise routines. You can achieve your weight loss goals quickly and effortlessly.

Start Your Ozempic Journey

Fill out the form below to embark on your path to a healthier, happier you. Experience the benefits of Ozempic for yourself.

Weight (pounds)

Height (feet) Height (inches)

CHECK MY BODY MASS INDEX (BMI)

Experience Rapid Weight Loss

Unlock the Power of Ozempic for Quick and Effective Weight Loss



BOF Medical Center 305-891-0080

Ready to Start Your Ozempic Weight Loss Journey?

Take the first step towards a healthier you with Ozempic. Our experts are here to guide you on your weight loss journey.

Get Started Now

Experience Rapid Weight Loss

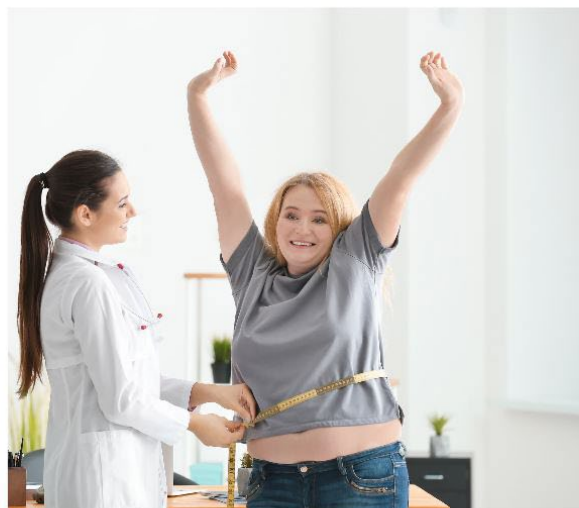
Unlock the Power of **Ozempic** for Quick and Effective Weight Loss

TRANSFORM YOUR LIFE

Discover the Benefits of **Ozempic** for Weight Loss.

Are you struggling with weight loss? Ozempic is here to help you achieve your goals without the need for strict diets or strenuous exercise routines. Experience rapid and sustainable weight loss with Ozempic.

GET STARTED



Begin Your Weight Loss Journey with These 3 Easy Steps

Unlock the Power of **Ozempic** for Quick and Effective Weight Loss



Complete Medical Intake

STEP 1

Provide your medical history so your Medical Doctor can develop the best treatment plan for you.



Meet with Doctor

STEP 2

A licensed Doctor with weight loss experience will review your information



Receive Medication

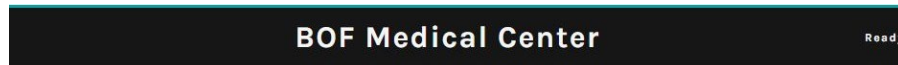
STEP 3

Receive your Ozempic medication in the mail every month. Free shipping directly to your door.

Ready to Start Your **Ozempic** Weight Loss Journey?

Take the first step towards a healthier you with Ozempic. Our experts are here to guide you on your weight loss journey.

Get Started Now



Semaglutide* Pricing Table

BOF Medical Center
12440 Biscayne Blvd North Miami, FL
305-891-0080 | Fax 305-891-0081

[Ask about our other Weight Loss programs!](#)

1st Month	2nd Month	3rd Month
<ul style="list-style-type: none"> ✓ 4 week period ✓ 0.25 mg injection* ✓ Flexible timeline ✓ Free consultation ✓ Dedicated support 	<ul style="list-style-type: none"> ✓ 4 week period ✓ 0.50 mg injection* ✓ Flexible timeline ✓ Free consultation ✓ Dedicated support 	<ul style="list-style-type: none"> ✓ 4 week period ✓ 1.0 mg injection* ✓ Flexible timeline ✓ Free consultation ✓ Dedicated support
\$100 /injection	\$125 /injection	\$130 /injection
\$400 /MONTH	\$500/MONTH	\$520/MONTH

*This plan is only valid per person. Not to be shared or separated with another individual.
Each treatment is different for each patient and depending on the BMI and necessity

41. Defendant’s advertising, and promotional materials are false and misleading, suggesting and/or stating an association with Plaintiffs’ FDA-approved Ozempic® medicines when no such association exists.

42. There is no need for Defendant to use the Ozempic® trademark to advertise or promote its Unapproved Compounded Drugs purporting to contain “semaglutide,” other than to trade on the reputation of Plaintiffs and to create confusion in the marketplace and/or mislead the public regarding the origin, identity, or source of Defendant’s Unapproved Compounded Drugs.

43. Defendant’s unauthorized use of the Ozempic® trademark has already caused confusion, mistake, and deception, and is likely to continue doing so, and infringes Plaintiffs’ established exclusive rights in that trademark. Defendant’s customers, for example, regularly mistakenly refer to Defendant’s Unapproved Compounded Drugs as “Ozempic,” including in putative testimonials.

44. On information and belief, unless enjoined by this Court, Defendant will continue to use the Ozempic[®] mark and/or otherwise falsely advertise its products as associated with or being Ozempic[®], in violation of Plaintiffs' rights.

45. On information and belief, unless enjoined by this Court, Defendant's unauthorized use of the Ozempic[®] trademark will continue to cause confusion, mistake, and deception, and infringe Plaintiffs' established exclusive rights in that trademark.

FIRST CAUSE OF ACTION

Trademark Infringement in Violation of 15 U.S.C. § 1114(1)

46. Plaintiff NNAS realleges and incorporates by reference each of the allegations contained in paragraphs 1–45 of this Complaint as though fully set forth here.

47. Plaintiff NNAS's Ozempic[®] mark is an inherently distinctive, strong, valid, and protectable trademark owned by Plaintiff NNAS.

48. Plaintiff NNAS's trademark registration for its Ozempic[®] mark constitutes *prima facie* evidence of the validity of the mark, of Plaintiff NNAS's registration and ownership of the mark, and of Plaintiff NNAS's exclusive right to use the mark in commerce on or in connection with the goods identified in the registration.

49. By virtue of its prior use and registration, Plaintiff NNAS has priority over Defendant with respect to the use of the Ozempic[®] mark for pharmaceutical preparations sold in the United States.

50. Defendant uses the Ozempic[®] mark in connection with the sale, advertising, and promotion of Unapproved Compounded Drugs purporting to contain semaglutide.

51. Defendant's use in commerce of the Ozempic[®] mark is likely to cause confusion, to cause mistake, or to deceive with respect to Plaintiff NNAS's identical marks.

52. The above-described acts of Defendant constitute infringement of registered trademarks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), entitling Plaintiff NNAS to relief.

53. Defendant has unfairly profited from its trademark infringement.

54. By reason of Defendant's acts of trademark infringement, Plaintiff NNAS has suffered damage to the goodwill associated with its marks.

55. Defendant's acts of trademark infringement have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiff NNAS, its federally registered trademarks and the valuable goodwill associated with those trademarks.

56. Defendant's acts of trademark infringement have irreparably harmed, and if not enjoined, will continue to irreparably harm the interests of the public in being free from confusion, mistake, and deception.

57. By reason of Defendant's acts, Plaintiff NNAS's remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiff NNAS is entitled to entry of preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

58. By reason of Defendant's willful acts of trademark infringement, the Court should award disgorgement of Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to NNAS.

59. This is an exceptional case, making Plaintiff NNAS eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

SECOND CAUSE OF ACTION

Trademark Infringement, False Designation of Origin, and Unfair Competition in Violation of 15 U.S.C. § 1125(a)(1)(A)

60. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–45 of this Complaint as though fully set forth here.

61. Defendant uses the Ozempic[®] mark in commerce in connection with Defendant's goods and services and in commercial advertising and promotion of its goods and services.

62. Defendant uses the Ozempic[®] mark in commerce in a manner that is likely to cause confusion, or to cause mistake, or to deceive the relevant public into believing that Defendant's goods or services are authorized, sponsored, approved by, or otherwise affiliated with Plaintiffs, with Plaintiffs' genuine Ozempic[®] medicine, and/or with the Ozempic[®] mark.

63. The above-described acts of Defendant constitute infringement of the Ozempic[®] mark and use of false designations of origin in violation of Section 43(a)(1)(A) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(A), entitling Plaintiffs to relief.

64. Defendant has unfairly profited from the actions alleged.

65. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Ozempic[®] trademark.

66. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs, the Ozempic[®] trademark, and the valuable goodwill associated with the trademarks.

67. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

68. By reason of Defendant's acts, Plaintiffs' remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

69. Because the above-described acts of Defendant are willful, the Court should award Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to Plaintiffs.

70. This is an exceptional case, making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

THIRD CAUSE OF ACTION

**Defendant's False and Misleading Advertising and Promotion
in Violation of 15 U.S.C. § 1125(a)(1)(B)**

71. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–45 of this Complaint as though fully set forth here.

72. Defendant's practices, as described in this Complaint, constitute unfair competition and false advertising in violation of Section 43(a)(1)(B) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B).

73. Defendant has violated the Lanham Act by using false or misleading descriptions of fact and false or misleading representations of fact in its commercial advertising or promotion that misrepresent the nature, characteristics, and/or qualities of Defendant's business practices and products, as set forth above.

74. Defendant has also engaged in other false or misleading advertising and promotion intended to assure consumers that Defendant's practices are lawful. On information and belief, Defendant provides consumers who purchase Defendant's Unapproved Compounded Drugs (or whom Defendant is trying to persuade to purchase its drugs) information that makes several false or misleading statements, including those described herein and in the exhibits hereto.

75. The above-described acts of Defendant, if not enjoined by this Court, are likely to deceive members of the general public.

76. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs.

77. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

78. By reason of Defendant's acts as alleged above, Plaintiffs have suffered and will continue to suffer injuries, including injury to Plaintiffs' business reputation. However, Plaintiffs' remedies at law are not adequate to compensate for all the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief requiring Defendant to cease its false and misleading advertising and promotion and unfair competitive practices.

79. Because the above-described acts of Defendant are willful, the Court should award Defendant's profits (enhanced at the Court's discretion), treble damages, and costs under 15 U.S.C. § 1117 to Plaintiffs.

80. This is an exceptional case, making Plaintiffs eligible for an award of attorneys' fees under 15 U.S.C. § 1117.

FOURTH CAUSE OF ACTION

Unfair Competition in Violation of the Common Law

81. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–45 of this Complaint as though fully set forth here.

82. The above-described acts of Defendant constitute common law unfair competition.

83. The above-described acts of Defendant unfairly and wrongfully exploit Plaintiffs' trademark, goodwill, and reputation.

84. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with the Ozempic® trademark.

85. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the Ozempic® trademark.

86. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

87. By reason of Defendant's acts, Plaintiffs' remedies at law are not adequate to compensate for the injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to entry of preliminary and permanent injunctive relief, in addition to monetary relief in the form of disgorgement of Defendant's profits and corrective advertising costs.

FIFTH CAUSE OF ACTION

Deceptive and Unfair Trade Practices in Violation of § 502.201, et seq., Florida Statutes

88. Plaintiffs reallege and incorporate by reference each of the allegations contained in paragraphs 1–45 of this Complaint as though fully set forth here.

89. The above-described acts of Defendant constitute unfair methods of competition, and/or unconscionable, deceptive, or unfair acts or practices in violation of the laws of the State of Florida, including Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA"), section 502.201, et seq., Florida Statutes.

90. FDUTPA is designed "[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair trade practices in the conduct of any trade or commerce." FDUTPA § 502.201.

91. The above-described acts of Defendant are made in the conduct of Defendant's business, trade, or commerce.

92. The above-described acts of Defendant wrongfully exploit Plaintiffs' trademark in a manner likely to deceive the public and mislead reasonable consumers.

93. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm Plaintiffs and the trademark.

94. The above-described acts of Defendant have irreparably harmed and, if not enjoined, will continue to irreparably harm the interest of the public in being free from confusion, mistake, and deception.

95. Members of the public are also likely to suffer injury from the above-described acts of Defendant by purchasing a drug that they believe to be Plaintiff's FDA-approved medicine, Ozempic[®], not an Unapproved Compounded Drug that does not have the same safety, quality, and effectiveness assurances as approved drugs.

96. By reason of the above-described acts of Defendant, Plaintiffs have suffered damage to the goodwill associated with its trademark.

97. Defendant has unfairly profited from the actions alleged.

98. By reason of Defendant's acts, Plaintiffs' remedy at law is not adequate to compensate for the injuries inflicted by Defendant. Accordingly, the Court should enter preliminary and permanent injunctive relief, in addition to ordering monetary relief in the form of disgorgement of Defendant's profits and corrective advertising costs.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendant as follows:

1. That the Court enter a judgment against Defendant that Defendant has:
 - a. Infringed the rights of Plaintiff NNAS in its federally registered Ozempic[®] mark, in violation of 15 U.S.C. § 1114(1);
 - b. Infringed the rights of Plaintiffs in the Ozempic[®] mark and engaged in unfair competition, in violation of 15 U.S.C. § 1125(a);
 - c. Engaged in false and misleading advertising and promotion, in violation of 15 U.S.C. § 1125(a);
 - d. Engaged in unfair competition under the common law of Florida and the Florida Deceptive and Unfair Trade Practices Act.

2. That each of the above acts was willful.
3. That the Court preliminarily and permanently enjoin and restrain Defendant and its agents, servants, employees, successors, and assigns, and all other persons acting in concert with or in conspiracy with or affiliated with Defendant, from:

- a. using the Ozempic[®] mark in any manner, including but not limited to (i) use in any manner that is likely to cause confusion or mistake, to deceive, or otherwise infringe Novo Nordisk's rights in the Ozempic[®] mark in any way, or (ii) use in connection with the advertising, marketing, sale, or promotion of any Unapproved Compounded Drugs; and,
- b. advertising, stating, or suggesting that any Unapproved Compounded Drugs, including but not limited to any Unapproved Compounded Drugs that either are available, directly or indirectly, from or through Defendant or the use of which or access to which is facilitated by, or with the involvement of, Defendant:
 - i. are, or contain, genuine or authentic Novo Nordisk Ozempic[®] medicine;
 - ii. are sponsored by or associated with Novo Nordisk;
 - iii. are approved by the FDA; have been reviewed by the FDA for safety, effectiveness, or quality; or have been demonstrated to the FDA to be safe or effective for their intended use;
 - iv. achieve or have been shown or proven to achieve certain therapeutic results, effects, or outcomes, including but not limited to by relying on or making reference to clinical trial results for Novo Nordisk's medicines;
 - v. achieve or have been shown or proven to achieve therapeutic results, effects, or outcomes similar or identical to Novo Nordisk's medicines and/or are interchangeable with or equivalent to genuine Novo Nordisk medicines;

- vi. are associated or connected in any way with Novo Nordisk or Novo Nordisk's medicines; or
 - vii. contain any ingredient (including but not limited to semaglutide) that is supplied by Novo Nordisk, is approved by the FDA, or is the same as any ingredient in any Novo Nordisk medicine.
- c. engaging in any unfair competition with Plaintiffs; and/or
 - d. engaging in any deceptive acts or practices.

4. That the Court require Defendant to disclose conspicuously and prominently in any public-facing materials for any Unapproved Compounded Drugs, including but not limited to all advertising, marketing, and promotional materials, that: (a) the Unapproved Compounded Drugs are compounded drugs that have not been approved by the FDA; have not been reviewed by the FDA for safety, effectiveness, or quality; and have not been demonstrated to the FDA to be safe or effective for their intended use; (b) the processes by which the compounded drugs are manufactured have not been reviewed by the FDA; and (c) FDA-approved medicines containing semaglutide are available.

5. That Plaintiffs be awarded monetary relief in the form of disgorgement of Defendant's profits for Defendant's trademark infringement, false advertising, and unfair competition and that this monetary relief be trebled due to Defendant's willfulness, in accordance with the provisions of 15 U.S.C. § 1117 and any applicable state laws.

6. That the Court award disgorgement of Defendant's profits resulting from Defendant's infringement of Plaintiffs' rights and by means of Defendant's unfair competition to Plaintiffs.

7. That Defendant be ordered to account for and disgorge to Plaintiffs all amounts by which Defendant has been unjustly enriched by reason of Defendant's unlawful actions.

8. That Plaintiffs be awarded punitive damages by reason of Defendant's willful unlawful actions.

9. For pre-judgment and post-judgment interest on all damages.

10. That the Court award Plaintiffs their reasonable attorneys' fees pursuant to 15 U.S.C. § 1117 and any other applicable provision of law.

11. That the Court award Plaintiffs the costs of suit incurred herein.

12. For such other or further relief as the Court may deem just and proper.

May 30, 2024

Respectfully submitted,

By: /s/ Jordan S. Cohen

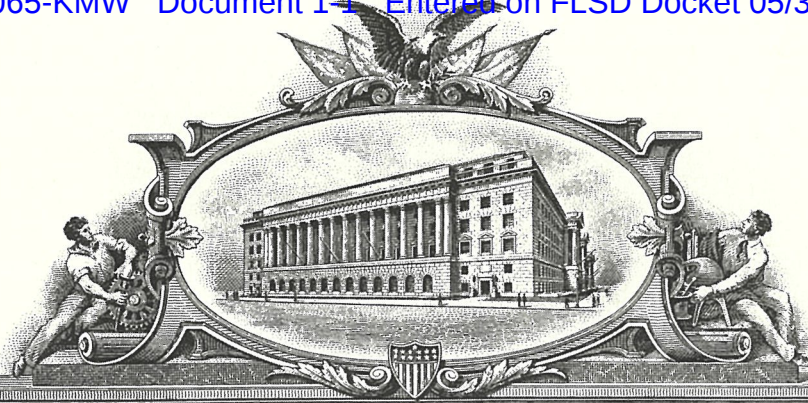
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Ronald G. Dove, Jr. (pro hac vice forthcoming)
Robert N. Hunziker (pro hac vice forthcoming)
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***Attorneys for Plaintiffs
NOVO NORDISK A/S and
NOVO NORDISK INC.***

EXHIBIT A

8432325



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

November 16, 2023

THE ATTACHED U.S. TRADEMARK REGISTRATION 4,774,881 IS
CERTIFIED TO BE A TRUE COPY OF THE REGISTRATION ISSUED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE WHICH
REGISTRATION IS IN FULL FORCE AND EFFECT.

REGISTERED FOR A TERM OF 10 YEARS FROM *July 21, 2015*

SAID RECORDS SHOW TITLE TO BE IN:
REGISTRANT

By Authority of the
Under Secretary of Commerce for Intellectual Property
and Director of the United States Patent and Trademark Office

Miguel Tarver
Certifying Officer



United States of America
United States Patent and Trademark Office

Ozempic

Reg. No. 4,774,881

Registered July 21, 2015

Int. Cl.: 5

TRADEMARK

PRINCIPAL REGISTER

NOVO NORDISK A/S (DENMARK LIMITED LIABILITY COMPANY)
NOVO ALLÉ
DK-2880 BAGSVAERD
DENMARK

FOR: PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF DIABETES, IN CLASS 5 (U.S. CLS. 6, 18, 44, 46, 51 AND 52).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY DATE OF 11-13-2014 IS CLAIMED.

OWNER OF INTERNATIONAL REGISTRATION 1233427 DATED 12-3-2014, EXPIRES 12-3-2024.

SER. NO. 79-159,431, FILED 12-3-2014.

ROBIN MITTLER, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

Requirements in the First Ten Years*

What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

EXHIBIT B

Transform Your Life with Ozempic

Experience Quick Weight Loss Without Diets or Exercises.

Discover the revolutionary power of Ozempic for rapid weight loss. Say goodbye to the struggles of diets and exercise routines. You can achieve your weight loss goals quickly and effortlessly.

Start Your Ozempic Journey

Fill out the form below to embark on your path to a healthier, happier you. Experience the benefits of Ozempic for yourself.

Weight (pounds)

Height (feet)

Height (inches)

[CHECK MY BODY MASS INDEX \(BMI\)](#)

Experience Rapid Weight Loss

Unlock the Power of Ozempic for Quick and Effective Weight Loss

Ready to Start Your **Ozempic** Weight Loss Journey?

Take the first step towards a healthier you with Ozempic. Our experts are here to guide you on your weight loss journey.

[Get Started Now](#)

What others are saying

They're the results you can expect

“

"Thanks to Ozempic and the incredible medical team at this clinic, losing weight was a breeze. The doctors were amazing, and the entire process was clear and simple, with no hidden fees."

Carol Miller
Miami, Florida



"Ozempic and the medical clinic have been my weight loss saviors. The process was incredibly easy, and I had the privilege of working with outstanding doctors. Plus, there were no hidden fees along the way."

Jonathan Lawson
Hollywood, Florida

”

Experience Rapid Weight Loss

Unlock the Power of **Ozempic** for Quick and Effective Weight Loss

TRANSFORM YOUR LIFE

Discover the Benefits of **Ozempic** for Weight Loss.

Are you struggling with weight loss? Ozempic is here to help you achieve your goals without the need for strict diets or strenuous exercise routines. Experience rapid and sustainable weight loss with Ozempic.

[GET STARTED](#)



Begin Your Weight Loss Journey with These 3 Easy Steps

Unlock the Power of **Ozempic** for Quick and Effective Weight Loss



Complete Medical Intake

STEP 1

Provide your medical history so your Medical Doctor can develop the best treatment plan for you.



Meet with Doctor

STEP 2

A licensed Doctor with weight loss experience will review your information



Receive Medication

STEP 3

Receive your Ozempic medication in the mail every month. Free shipping directly to your door.

Ready to Start Your **Ozempic** Weight Loss Journey?

Take the first step towards a healthier you with Ozempic. Our experts are here to guide you on your weight loss journey.

[Get Started Now](#)

BOF Medical Center

Ready

Semaglutide* Pricing Table



BOF Medical Center
12440 Biscayne Blvd North Miami, FL
305-891-0080 | Fax 305-891-0081

Ask about our other Weight Loss programs!

1st Month

- ✓ 4 week period
- ✓ 0.25 mg injection*
- ✓ Flexible timeline
- ✓ Free consultation
- ✓ Dedicated support

\$100 /injection

\$400 /MONTH

2nd Month

- ✓ 4 week period
- ✓ 0.50 mg injection*
- ✓ Flexible timeline
- ✓ Free consultation
- ✓ Dedicated support

\$125 /injection

\$500/MONTH

3rd Month

- ✓ 4 week period
- ✓ 1.0 mg injection*
- ✓ Flexible timeline
- ✓ Free consultation
- ✓ Dedicated support

\$130 /injection

\$520/MONTH

*This plan is only valid per person. Not to be shared or separated with another individual.
Each treatment is different for each patient and depending on the BMI and necessity

Semaglutide* Pricing Table

BOF Medical Center
12440 Biscayne Blvd North Miami, FL
305-891-0080 | Fax 305-891-0081

OZEMPIC[®]
semaglutide injection

8 week Program

- ✓ 8 week period
- ✓ 4 injections / 0.25 mg
- ✓ 4 injections / 0.5 mg
- ✓ Free consultation
- ✓ Dedicated support
- ✓ Weekly Weight Check-in

\$800 Total

SAVINGS OF \$100

12 Week Program

- ✓ 12 week period
- ✓ 4 injections / 0.25 mg
- ✓ 4 injections / 0.5 mg
- ✓ 4 injections / 1.0 mg
- ✓ Free consultation
- ✓ Weekly Weight Check-in

\$1200 Total

SAVINGS OF \$220

*This plan is only valid per person. Not to be shared or separated with another individual.

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-Filed Cases Below.

I. (a) PLAINTIFFS

NOVO NORDISK A/S AND NOVO NORDISK, INC

DEFENDANTS

BOF MEDICAL CENTER, INC.

(b) County of Residence of First Listed Plaintiff Bagsvaerd, Denmark (EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant North Miami, FL (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Jordan S. Cohen, Esq., Wicler Smith, et al. 315 E. Las Olas Blvd, Suite 1400, Ft. Lauderdale, FL 33301 (954) 847-4800

Attorneys (If Known)

(d) Check County Where Action Arose: X MIAMI-DADE [] MONROE [] BROWARD [] PALM BEACH [] MARTIN [] ST. LUCIE [] INDIAN RIVER [] OKEECHOBEE [] HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- [] 1 U.S. Government Plaintiff
[] 2 U.S. Government Defendant
[] 3 Federal Question (U.S. Government Not a Party)
[] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- [] Citizen of This State
[] Citizen of Another State
[] Citizen or Subject of a Foreign Country
PTF DEF
[] 1 [] 1 Incorporated or Principal Place of Business In This State
[] 2 [] 2 Incorporated and Principal Place of Business In Another State
[] 3 [] 3 Foreign Nation
PTF DEF
[] 4 [] 4
[] 5 [] 5
[] 6 [] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, SOCIAL SECURITY, FEDERAL TAX SUITS, INTELLECTUAL PROPERTY RIGHTS, OTHER STATUTES. Includes checkboxes for various legal categories like 110 Insurance, 120 Marine, 130 Miller Act, etc.

V. ORIGIN

(Place an "X" in One Box Only)

- [] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Re-filed (See VI below)
[] 4 Reinstated or Reopened
[] 5 Transferred from another district (specify)
[] 6 Multidistrict Litigation Transfer
[] 7 Appeal to District Judge from Magistrate Judgment
[] 8 Multidistrict Litigation - Direct File
[] 9 Remanded from Appellate Court

VI. RELATED/RE-FILED CASE(S)

(See instructions): a) Re-filed Case [] YES [] NO b) Related Cases [] YES [] NO

JUDGE:

DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

35 U.S.C. § 1121 and 28 U.S.C. § 1338(a). LENGTH OF TRIAL via 7 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

[] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: [] Yes [] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE: 5/30/24 SIGNATURE OF ATTORNEY OF RECORD